

Customer Agreement for Temporary Services

This Customer Agreement for Temporary Services (the “Agreement”) governs transactions by which Client retain the Services of CBN Management LLC dba Brilliant Partners (and affiliated companies Brilliant Financial Staffing, Brilliant Management Resources and Brilliant Technology Staffing)(“Company”) to assist your company (“Client”) in meeting its staffing needs.

Part 1 - General

1.1 Definitions

The term “Branch” means the Company branch located at the address identified on the signature page of this Agreement.

The term “Services” means the provision of services by the Company to Client.

1.2 Agreement Structure

Additional terms and conditions for the Services are included in Exhibit A, which is attached to this Agreement (the “General Conditions”), which General Conditions are incorporated into this Agreement in their entirety by reference. Company also provides additional terms for Services in each Job Arrangement Letter that shall be issued under this Agreement (each a “Job Arrangement Letter” and collectively, the “Job Arrangement Letters”) the terms of which Job Arrangement Letters are also incorporated into this Agreement in their entirety by reference. All Services under this Agreement will be subject to a Job Arrangement Letter, which will be sent to Client each time Company provides Services to Client under this Agreement. In order to initiate a Service, Client will provide Company with notice (e.g., via telephone, e-mail, facsimile or mail) describing the Services Client requires in reasonable detail. Company will promptly reply to such request and indicate whether Company will or will not provide the requested Service. If Company elects to provide the requested Service, Company will send Client the applicable Job Arrangement Letter. If there is a conflict among the terms of this Agreement and any Job Arrangement Letter, the terms of this Agreement shall control and govern over those of the Job Arrangement Letter. Client shall be deemed to have accepted the terms in any Job Arrangement Letter by (i) using the Service or allowing others to do so, or (2) making any payment for the Service set forth therein.

1.3 Charges and Payment

Fees for Services are due and payable in accordance with the General Conditions attached hereto as Exhibit A, including the Conversion Fees payable for directly hiring Company’s employees and the fees payable if an employee works overtime; e.g., in excess of 40 hours per week. Client hereby agrees to the terms of the General Conditions and to pay Company accordingly, including any late payment fee.

1.4 Changes to the Agreement Terms

For a change to the terms of this Agreement, the General Conditions or any Job Arrangement Letter to be valid, both parties must acknowledge and accept such change in writing. Additional or different terms in any written communication from Client (such as a purchase order) are void unless accepted in writing by the Company.

1.5 Limitation of Liability

Regardless of the basis on which Client may be entitled to claim damages from Company (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Company’s liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to Company for the Service that is the subject of the claim. Under no circumstances is Company liable for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

1.6 General Practices of Our Relationship

Each party will maintain workers’ compensation insurance, commercial liability insurance and employer’s liability insurance. Company will be responsible, to the extent applicable, for any workers’ compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for its employees. Any sales, service, value-added, use, consumption or other such tax imposed upon the Services shall be separately disclosed and added to the amount of each invoice to Client unless Client provides Company with appropriate evidence of a tax exemption claimed for the relevant jurisdiction(s). In the event that any provision of this Agreement, including those of the General Conditions and any Job Arrangement Letter is held to be invalid or unenforceable, the remaining provisions of this Agreement, General Conditions and Job Arrangement Letter remain in full force and effect.

1.7 *Agreement Term*

This Agreement will continue for a period of one (1) year after the Effective Date, unless terminated earlier. Either party may terminate this Agreement immediately upon written notice to the other. Either party may terminate this Agreement if the other breaches any of its terms, provided the one who is in breach is given written notice and reasonable time to cure any such breach, other than a payment breach, for which there shall be no cure period. Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the payment obligations set forth in Section 1.3 above, and apply to each party's respective successors and assigns.

1.8 *Warranties*

EXCEPT AS SET FORTH IN THE GENERAL CONDITIONS ATTACHED HERETO AS EXHIBIT A, COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Part 2 - Services

- 2.1 Company checks references only by asking specific questions to select past employers with regard to skills and work history before Company places an individual on his or her first assignment. Company has not engaged in any verification process other than this initial reference check (e.g., Company has not screened for drug use, administered a medical exam or conducted a criminal background or credit check).
- 2.2 Client agrees that Client is responsible for supervising Company's employees. Client will not permit or require a Company employee (i) to perform Services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or (vi) to operate machinery (other than office machines) or automotive equipment.
- 2.3 Client agrees that Client will provide safe working conditions. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, Client will notify Company immediately (i) of any obligations in the government contract or subcontract relating to wages, and (ii) if Company is legally required to initiate E-Verify verification procedures for any Company employee assigned to Client.
- 2.4 Client agrees that Client is responsible for reporting any claim to Company in writing during or within ninety (90) days after the termination of the applicable assignment. Company will not be responsible for any claim related to any Services unless Client has reported such claim in writing to Company within ninety (90) days after termination of the applicable assignment.
- 2.5 Client agrees that Client is responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for Client's company. Client agrees that Client is fully responsible for, and that Company will not be responsible for any injuries, claims, damages or losses that may result from Client's failure to comply with the foregoing.
- 2.6 The Company employee will execute any confidentiality agreement that Client may require. Client is responsible for obtaining the Company employee's signature thereto. Client agrees to hold in confidence the identity of any Company employee as well as the Company employee's resume, social security number and other legally protected personal information, and Client agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.
- 2.7 Each party will indemnify, defend and hold harmless the other party and its managers, directors, officers, employees, successors, assigns and agents from and against any claim, loss and expense, including reasonable attorneys' fees, arising from the performance of this Agreement and attributable to bodily injury, violation of laws, sickness, disease or death, or damage to or destruction of tangible property caused in whole or in part by the negligence or misconduct of the indemnifying party or its managers, directors, officers, employees, successors, assigns and agents, except to the extent caused by the gross negligence or willful misconduct of the indemnified party. The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim for which indemnification is sought hereunder ("Claim"), (ii) give the indemnifying party the opportunity to arrange and direct the defense of the Claim at its sole expense, and (iii) give the indemnifying party all information, assistance and authority reasonably necessary for it to perform its obligations hereunder. The indemnifying party may not consent to the entry of any judgment or enter into any settlement without the indemnified party's prior written consent, which may not be unreasonably withheld.

Part 3-General

- 3.1 Neither party may assign this Agreement without the prior written consent of the other. Any attempt to assign, subcontract or delegate in violation of this subsection is void in each instance.
- 3.2 Any controversy, claim or dispute arising out of or relating to this Agreement or any Services hereunder, between the parties hereto shall be litigated solely in state or federal court in Wheaton, Illinois. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that valid consent to service may be made by mailing or delivery of such service to the party at the party's last known address, if personal service delivery can not be easily effected, and (4) authorizes and directs the agent to accept such service in the event that personal service delivery can not easily be effected.
- 3.3 This Agreement is governed by the laws of the State of Illinois, excluding its conflicts of law rules.
- 3.4 This Agreement, the General Conditions attached hereto as Exhibit A, and any and all Job Arrangement Letters are the complete agreement regarding these transactions, and replace any prior oral or written communications between the Company and Client regarding these transactions.

Exhibit A

General Conditions of Assignment and Terms of Payment

Any capitalized terms not otherwise defined in these General Conditions of Assignment and Terms of Payment (“General Conditions”) shall have the meanings ascribed thereto in the Customer Agreement for Temporary Services between CBN Management LLC dba Brilliant Partners (and affiliated companies Brilliant Financial Staffing, Brilliant Management Resources and Brilliant Technology Staffing) (the “Company”) and your company (the “Client”) dated effective at the start of your company’s first assignment. These General Conditions have been incorporated into and form a part of the Agreement. The Company’s employee is assigned to Client under the following terms:

1. *Guarantee:* Company guarantees Client’s satisfaction with the Services provided by Company’s employees under the Agreement. If, for any reason, Client is dissatisfied with the performance of any Services provided by any Company employee assigned to Client under the Agreement, (i) Company will promptly replace such Company employee, and (ii) Company will credit Client for the number of hours of Services provided by the initial Company employee who is replaced hereunder billable to Client up to the number of hours of Services provided by the replacement Company employee to Client (“Company Guarantee”). The Company Guarantee is effective only if (a) the initial Company employee is assigned by the Company without Client having interviewed, screened or reviewed the resume of such Company employee prior to his or her assignment to Client, and (b) Client provides Company with feedback (oral or written via electronic transmission) regarding the initial Company employee not less than once per week during the term of the assignment to Client. Notwithstanding the effectiveness of the foregoing Company Guarantee, all Services provided by any Company employees assigned to Client under the Agreement shall be deemed accepted and no credit for hours billed shall be applied if, within seven (7) days after the performance of such Services by such Company employees, Client has not provided to Company written notice indentifying specifically any basis for not approving the Services and/or any such Company employees.

Time Sheet: Company’s employees will present a time sheet to Client or Client’s representative for verification and signature at the end of each week. Company will bill Client weekly for the total hours worked by the Company’s employees. Company’s invoices are due upon receipt, including applicable sales and service taxes all of which are payable by Client. In the event that Client fails to pay the invoices when due, Company may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. In the event of a lawsuit the prevailing party shall have its attorneys fees paid by the losing party. Additionally, in the event that Client fails to comply with the Local Government Prompt Payment Act ILCS 505/let seq, Company may, at its option, charge interest as authorized in the Local Government Prompt Payment Act ILCS 505/let seq.

2. *Overtime:* If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.

3. *Hiring Company Employee Referred to Client:*

(a) All Company personnel referred, presented or assigned to Client under the Agreement are employees of Company. Client hereby acknowledges that Company has expended significant financial and human capital in hiring and retaining the Company employees referred, presented or assigned to Client or any Client Affiliates (as defined below) under the Agreement. Client hereby agrees (i) to obtain the Company’s prior written consent to the hiring of any Company employee who was presented, referred or provided Services to Client or any of Client’s parent, subsidiaries or affiliates (each, a “Client Affiliate”) or any downstream client of Client or any Client Affiliate (collectively, “Client Affiliates), and (ii) to pay the Conversion Fee (as defined below) to Company if Client or any Client Affiliates hires or contracts for services, directly or indirectly, any Company employee who was presented, referred or provided Services under the Agreement to Client or any Client Affiliates within twelve (12) months after the last date such Company employee either provided Services or was presented or referred to Client or any Client Affiliates under the Agreement .

(b) The conversion fee shall be equal to one percent per thousand, up to 35%, of such Company employee’s aggregate annual compensation, including bonuses, or annual contract fee with Client or any Client Affiliates (the “Conversion Fee”). Company shall invoice Client for the Conversion Fee, which Conversion Fee shall be due and payable upon receipt of the invoice. The Conversion Fee is payable to Company regardless of the employment classification of the Company employee hired by Client or any Client Affiliates, as either a full-time, temporary (including temporary assignments through another agency or entity other than the Company) or consulting basis (including independent contractor basis), and the same Conversion Fee calculation shall be applicable should Client or any Company Affiliates convert such Company employee on a part-time basis using the full-time equivalent compensation. The Conversion Fee is also payable to Company if any such Company employee is hired by any Company Affiliates or any other person or entity as a result of a referral of such Company employee by Client or any Client Affiliates.